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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

CARL ZEISS VISION INTERNATIONAL  
GMBH and CARL ZEISS VISION INC.,  
  
Plaintiffs,  
  
vs.  
SIGNET ARMORLITE, INC.,  
  
Defendant.  
  
\_\_\_\_\_  
AND ALL RELATED COUNTERCLAIMS.

CASE NO. 07cv0894 DMS (POR)  
**INTERIM JUDGMENT**

Pursuant to Rules 54(b) and 58 of the Federal Rules of Civil Procedure, the Court enters interim judgment as described herein. This interim judgment is entered further to the jury verdict returned on June 15, 2010, and May 18, 2011, and in accordance with the Court’s January 15, 2010 order granting summary judgment, June 7, 2010 ruling granting judgment as a matter of law, September 13, 2010 order granting judgment as a matter of law, and November 8, 2010 order granting judgment as a matter of law.

1. Claim 1 of U.S. Patent No. 6,089,713 is adjudged literally and willfully infringed and not invalid.

2. Claim 5 of U.S. Patent No. 6,089,713 is adjudged willfully infringed under the doctrine of equivalents and invalid as anticipated and obvious.

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1 3. Claim 6 of U.S. Patent No. 6,089,713 is adjudged literally and willfully infringed and not  
2 invalid.

3 4. Claim 7 of U.S. Patent No. 6,089,713 is adjudged not willfully infringed and invalid as  
4 anticipated, obvious and not enabled.

5 5. Claim 8 of U.S. Patent No. 6,089,713 is adjudged valid.

6 6. Signet did not prove by clear and convincing evidence that claims 1, 5, 6, 7 and 8 of U.S.  
7 Patent No. 6,089,713 are invalid for indefiniteness or lack of written description.

8 7. On Signet's counterclaim for federal unfair competition, judgment is entered in favor of Carl  
9 Zeiss Vision GmbH, Carl Zeiss Vision International GmbH, Carl Zeiss Vision, Inc., Carl Zeiss  
10 Stiftung and Carl Zeiss AG.

11 8. On Signet's counterclaim for common law unfair competition, judgment is entered in favor  
12 of Carl Zeiss Vision GmbH, Carl Zeiss Vision International GmbH, Carl Zeiss Vision, Inc., Carl Zeiss  
13 Stiftung and Carl Zeiss AG.

14 9. On Signet's counterclaim for interference with contractual relations, judgment is entered in  
15 favor of Carl Zeiss Vision GmbH, Carl Zeiss Vision International GmbH, Carl Zeiss Vision, Inc., Carl  
16 Zeiss Stiftung and Carl Zeiss AG.

17 10. On Signet's counterclaim for interference with prospective advantage, judgment is entered in  
18 favor of Carl Zeiss Vision GmbH, Carl Zeiss Vision International GmbH, Carl Zeiss Vision, Inc., Carl  
19 Zeiss Stiftung and Carl Zeiss AG.

20 11. On Signet's counterclaim for violation of the antitrust laws, judgment is entered in favor of  
21 Carl Zeiss Vision GmbH, Carl Zeiss Vision International GmbH, Carl Zeiss Vision, Inc., Carl Zeiss  
22 Stiftung and Carl Zeiss AG.

23 12. In anticipation of the parties' post-trial motion and resolution of the issues of inequitable  
24 conduct and unfair competition under California Business and Professions Code § 17200, the Court  
25 declines to enter judgment on the damages verdict at this time.

26 13. The parties shall file their opening brief in support of their respective post-trial motions on or

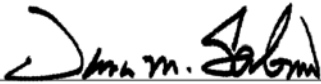
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1 before **June 30, 2011**. Opposition briefs shall be filed on or before **July 14, 2011**, and reply briefs  
2 shall be filed on or before **July 21, 2011**. The motions shall be heard on **July 29, 2011**, at **1:30 p.m.**

3 **IT IS SO ORDERED.**

4 DATED: June 2, 2011



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6 HON. DANA M. SABRAW  
7 United States District Judge

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